

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Burson-Marsteller 1110 Vermont Avenue, NW, 12th Floor Washington, DC 20005		2. Registration No. 2469
3. Name of foreign principal Pakistan People's Party	4. Principal address of foreign principal 299 Broadway, Suite 1520 New York, NY 10007	
5. Indicate whether your foreign principal is one of the following: <input type="checkbox"/> Foreign government <input checked="" type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify): _____</div></div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. N/A b) Name and title of official with whom registrant deals. N/A		
7. If the foreign principal is a foreign political party, state: a) Principal address. 299 Broadway, Suite 1520, New York, NY 10007 b) Name and title of official with whom registrant deals. Asif Ali Zardari, Representative of Pakistan People's Party c) Principal aim. Promote democracy		

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

N/A

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

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CHIEF/SEC. OF DEFENSE

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A


Date of Exhibit A	Name and Title	Signature
January 2, 2008	Sharon H. Balkam Managing Partner, US Public Affairs Practice	

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Burson-Marsteller	2. Registration No. 2469
3. Name of Foreign Principal Pakistan People's Party	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Promote client's views on the current political, economic and humanitarian situation on the ground in Pakistan.

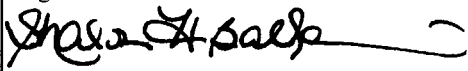
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Media outreach which will allow our client to articulate its views regarding the current political, economic and humanitarian situation in Pakistan.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

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Date of Exhibit B	Name and Title	Signature
January 2, 2008	Sharon H. Balkam Managing Director, US Public Affairs Practice	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



Burson-Marsteller

Burson-Marsteller
1100 Vermont Avenue NW, Suite 1200
Washington, DC 20005-3544
www.bm.com

T 202 530 1500
F 202 530 4500

December 1, 2006

Asif Ali Zardari
c/o Mona Shah & Silvers
299 Broadway, Suite 1520
New York, NY 10007

Dear Mr. Zardari:

This letter of engagement outlines the role, scope of work and financial and billing terms of Burson-Marsteller, LLC, including BKSH & Associates and Penn, Schoen, Berland & Associates ("B-M" or "we"), for the services specified below to be rendered to the Pakistan People's Party ("PPP" or "Client"), which will commence at Client's request on January 1, 2007, and will continue until June 30, 2007. This letter is entered into in compliance with and is governed by the legal terms and conditions that have been submitted by B-M to Client under separate cover.

Objectives

To support the Pakistan People's Party in its endeavor toward free, open and transparent elections in Pakistan in 2007 by building the foundation for the campaign through research, messaging and materials; and conducting a broad stakeholder outreach program with key influencers and media in Washington and New York.

Scope of Work:

Burson-Marsteller, in concert with its sister companies BKSH & Associates and Penn, Schoen, Berland & Associates will conduct the following activities:

1. *Building the Foundation*

- Conduct in-depth interviews in order to assess the current sentiments and devise the best political and communication strategy, surveying opinion-influencing elites in three areas: the United States, United Kingdom and the European Union – as well as the Pakistani expatriate communities in the United States. Specifically:
 - 100 American political, journalistic and business elites in Washington, D.C., and New York.
 - 100 British political, journalistic and business elites in the United Kingdom.
 - 100 EU political, journalistic and business elites based in Brussels.
 - 100 Pakistani expatriates living in the United States.
- Conduct an internal brainstorming session, using insights gleaned from research results, to discuss and refine the overall campaign approach and the messages – for both near-term and long-term use – that can be tailored for regional and cultural nuances.
- Develop comprehensive campaign materials, using the messages developed, that can support campaign materials, including:

- **Information kit** that provides important background materials and information about Pakistan's need for democracy, its track record, and the repercussions of not having free and fair elections, among others.
 - **White papers** authored by a recognized international relations expert, or an academic, on the subject of democracy and free elections. B-M will help facilitate and distribute white papers to appropriate outlets.
 - **Opinion editorials** to provide a perspective on the issues raised in the white papers. Burson-Marsteller will work with the PPP to draft and seek placement of op-ed pieces on the issue and will identify appropriate "authors" based on tone and subject.
 - **Guidebook on the PPP** that details all the work done by the PPP as the ruling government and thereafter -- including especially its efforts towards building democracy in Pakistan -- to be used with government audiences.
 - **Press materials** such as backgrounders, bios, press releases and other materials as appropriate.
- Work with PPP to modify the content of the Web sites <http://www.benazirbhutto.net> and/or <http://www.ppp.org.pk> to spread campaign messages, and to host all the key materials, as appropriate.
 - Locate and enroll effective and credible third-party supporters and create opportunities for them to be deployed. B-M will recruit these supporters from the following ranks:
 - Former U.S. government officials involved with Pakistan during their tenure.
 - Academics and think tank experts.
 - Pakistani Americans in influential positions.
 - Regional academic and policy experts.
 - Perform a thorough audit of media targets, opinion writers, online journalists and others to evaluate and prioritize the key media targets in Washington, New York and other markets around the country.

2. *Government Outreach*

- Initiate a broad public affairs campaign within the Bush Administration and the U.S. Congress that will be relevant to the Prime Minister's goal of influencing current leaders back in Pakistan to hold free and fair elections.
- Coordinate meetings for Prime Minister Bhutto in Washington, D.C., to brief relevant U.S. policy officials, with an eye toward convincing U.S. officials that Prime Minister Bhutto is still relevant to further the democratic process in Pakistan.
- Seek meetings with key Administration officials and their staff to create awareness of and garner maximum support for the campaign. These officials will come from the White House, National Security Council, Vice President's office, U.S. Trade Representative, and the departments of State and Commerce.
- B-M also will seek meetings with key Members of Congress (and their staff) in leadership positions and in committees dealing with issues relating to Pakistan to spread the word

about our goals and identify House and Senate champions. Meetings will be sought with (but not limited to) Senate and House leadership, Senate Ways & Means Committee and House International Relations Committee.

- Work with the campaign's third-party supporters to encourage even greater and more vocal support for the Prime Minister, encouraging them to conduct seminars and working groups highlighting free and fair elections. Potential supporters include (but are not limited to):
 - Former U.S. government officials.
 - Think tanks such as the Council on Foreign Relations, the Brookings Institute, the American Enterprise Institute (AEI), Carnegie Endowment for International Peace, and the American Foreign Policy Council.
 - Relevant non-profits such as Initiatives of Change, International Republican Institute, the National Democratic Institute for International Affairs, and the National Endowment for Democracy.
 - NGOs such as the Human Rights Watch.
- Organize a series of opportunities for the Prime Minister to host dinner with select members of the U.S. government and private-sector community to provide forums within which the Prime Minister could share new information about what is happening on the ground, strengthen historical relationships and develop new ones that can be useful in the future.
- B-M also will conduct outreach to key personnel at the U.S. Department of Defense and other federal agencies, as appropriate.

3. *Media Outreach*

- Schedule editorial board meetings between Prime Minister Bhutto and top media – such as *The Washington Post*, *The New York Times* and other media that play an important role in shaping government and public opinion – to garner support for free and fair elections in Pakistan and for the media to publish editorials and opinion pieces towards that end.
- Target top journalists, such as Thomas Friedman of *The New York Times* and Fareed Zakaria of *Newsweek*, for similar meetings.
- Compose a series of articles that clearly highlight the critical need for holding free elections in Pakistan – not just to Pakistan, but to its neighbors, the Islamic and Arab world, and to the United States – and place these articles in top publications.
- Leverage milestones, such as the Prime Minister's speech tour in September/October, and invite media to attend and cover the events, as well as arrange for meetings with important stakeholders and influencers.
- Work with the PPP to identify Pakistani families living in the United States who may have interesting stories about what it was to live in Pakistan under a military rule – and how their life has changed under democracy; leverage stories in the media to further spread the message for democracy and free elections.

- Work with the PPP to engage Pakistani students in the United States to build momentum and long-term support within their respective universities for democracy.
- Develop a new bureau that will feed news on key developments, milestones or information pertaining to elections in Pakistan to the media.

Financial Terms:

Professional Fees:

- During the term of this engagement, professional fees for research services conducted by Penn, Schoen, Berland & Associates under Section 1 of the Scope of Work outlined above – including design, fieldwork, tabulations, analysis for all three markets (United States, United Kingdom and Brussels), and presentation of findings and recommendations and routine out-of-pocket expenses (routine expenses consist of local telephone, non-bulk photocopying and non-bulk postage and shipping) will be a one-time flat non-reconcilable fee of US \$75,000.00
- During the term of this engagement, monthly professional fees, for the services conducted by B-M and BKSH Associates under Sections 2 and 3 of the Scope of Work outlined above, for materials development, media and government outreach, as outlined above, will be provided for a flat non-reconcilable fee of US \$28,500.00 per month.

Expenses:

- Expenses such as postage, messenger, long distance telephone charges, travel, etc., and 3rd party vendor invoices for any services performed in the scope of work outlined above, are in addition to all fees stated above and will be invoiced to Client by B-M as stated in the Billing/Payment Terms below. Please note that production related 3rd party vendor costs will bear a commission of 17.65%.

Billing/Payment Terms:

- Client will remit payment of an engagement fee in the amount of US \$25,000.00 to B-M on or before December 8, 2006. Such amount will be credited towards the advance payments required in accordance with the following bullet point.
- An invoice in the amount of US \$78,500.00 will be sent to Client during the first week of December. Payment of this invoice must be received by B-M no later than December 15th. This invoice represents pre-payment of Penn, Schoen, Berland & Associates services as outlined in Section 1 of the Scope of Work, in the amount of US \$75,000.00 (the balance to be invoiced in subsequent invoices) as well as US \$28,500 as advance payment for estimated monthly services of B-M and BKSH as outlined in Sections 2 and 3 of the Scope of Work for the month of January, minus the engagement fee paid by Client in the amount of US \$25,000.00

- Commencing as of January, on or about the first week of each month, B-M will send Client an invoice for the upcoming monthly services fee of US\$28,500.00 payment of which will be due on or before the 1st day of the month following date of issuance. Example: on or about the first week of January, B-M will send Client an invoice in the amount of \$28,500.00 for the professional services to be rendered in February. Payment of this invoice will be due on or before February 1st.
- Expenses will be invoiced monthly as incurred. Expenses shall be listed on a category basis (e.g. telephone, fax, photography, etc.). Supporting documentation will be available for review at your request.
- All fee invoices, including the engagement fee of US \$25,000.00 and the initial advance payment of US \$78,500.00, plus all other monthly professional fees will be due in accordance with the terms stated above.
- Payment on all other invoices (internal expense and/or additional fees) are due within fifteen (15) days of each invoice date, unless advance payments to third parties are required. In the case of advance payments to third parties, Client agrees to pay B-M immediately upon presentation by B-M to Client of a B-M invoice for any such third party invoice.

All payments are to be made via wire transfer to the following account:

Wachovia Bank
 Acct name: Burson-Marsteller
 Acct # [REDACTED]
 ABA Routing # [REDACTED]
 Swift Code PNBPU33

It is clearly understood that all dollar amounts indicated in this engagement letter are to be billed and paid in US Dollars and are net of any withholding Taxes or other applicable country taxes. It is further understood that all such taxes, including but not limited to VAT/Sales Taxes applicable in each country are the sole responsibility of Client and will be added to all dollar amounts indicated in this letter. The cost of any variances in exchange rates shall be borne by the Client.

B-M reserves the right, at its sole discretion, not to commence or continue any services under this engagement if Client fails to remit any payment due hereunder within the time frame specified herein. It is clearly understood and agreed that should B-M exercise its right hereunder, B-M shall not be liable for any costs whatsoever (including without limitation, any cancellation fees or penalties), arising out of or resulting from B-M's exercising such right.

Any work beyond the scope of work outlined in this engagement letter will be negotiated separately and outlined in a separate engagement letter on a per project basis. No such additional work will begin without the prior written agreement of both parties.

This engagement can be cancelled at any time with 30 days' written notice. Client will be responsible for the hourly fees, plus expenses, incurred to date (including the 30 days following the notification).

Please indicate your confirmation and acceptance of the above by signing in the space provided below and returning one original signed copy of this letter.

Yours sincerely,
Burson-Marsteller, LLC

By: _____

Rob Tappan
Burson-Marsteller

Date: _____

January 12, 2007

Accepted and agreed by:

Asif Ali Zardari, as an authorized representative on behalf of Pakistan People's Party

By: _____

Asif Ali Zardari

Date: _____

January 17, 2007

Project Code No: _____

B-M Internal Use Only

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COMM/ISS/ACTIVATION UNIT